

1 CASPER J. RANKIN (CA SBN 249196)  
2 ARNOLD L. GRAFF (CA SBN 269170)  
3 PITE DUNCAN, LLP  
4 4375 Jutland Drive, Suite 200  
5 P.O. Box 17933  
6 San Diego, CA 92177-0933  
7 Telephone: (858) 750-7600  
8 Facsimile: (619) 590-1385

9 Attorneys for HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR  
10 NOMURA ASSET ACCEPTANCE CORPORATION MORTGAGE PASS-  
11 THROUGH CERTIFICATES, SERIES 2006-AFI

12 **UNITED STATES BANKRUPTCY COURT**  
13 **NORTHERN DISTRICT OF CALIFORNIA – OAKLAND DIVISION**

14 In re

15 JAMES KENNETH CROSBY

16 Debtor.

Case No. 10-41731

Chapter 13

17 **STIPULATION TO RESOLVE**  
18 **DEBTOR'S OBJECTION TO CLAIM**  
19 **#3 FILED BY HSBC BANK USA,**  
20 **NATIONAL ASSOCIATION, AS**  
21 **TRUSTEE FOR NOMURA ASSET**  
22 **ACCEPTANCE CORPORATION**  
23 **MORTGAGE PASS-THROUGH**  
24 **CERTIFICATES, SERIES 2006-AFI**

25 This Stipulation is entered into by and between Secured Creditor, HSBC Bank USA,  
26 National Association, as Trustee for Nomura Asset Acceptance Corporation Mortgage Pass-  
27 Through Certificates, Series 2006-AFI (hereinafter "Creditor") by and through its attorneys of  
28 record, Pite Duncan LLP, and Debtor James Kenneth Crosby (hereinafter "Debtor"), by and  
through his attorney of record *The Law Offices of Patrick L. Porte* ~~Anne Shindl.~~

/././

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

—RECITALS—

1. The property that is the subject of this matter is commonly known as 59 Montwood Way, Oakland, California 94605 (hereinafter the "Subject Property").

2. On or about November 21, 2005, Debtor, for valuable consideration, made, executed and delivered to Steward Financial, Inc. ("Lender") a Promissory Note in the principal sum of \$560,000.00 (the "Note"). A copy of the Note is attached hereto as **Exhibit A** and incorporated herein by reference.

3. On or about November 21, 2005, Debtor made, executed and delivered to Lender a Deed of Trust (the "Deed of Trust") granting Lender a security interest the Subject Property, which is more fully described in the Deed of Trust. The Deed of Trust was recorded on December 6, 2005 in the official records of the Alameda County Recorder's Office. A copy of the Deed of Trust is attached hereto as **Exhibit B** and incorporated herein by reference.

4. Subsequently, all interest in the Deed of Trust was sold, assigned, and transferred to Creditor. A copy of the Corporation Assignment of Deed of Trust is attached to the Exhibits as **Exhibit C** and incorporated herein by reference.

5. On or about February 18, 2010, Debtor filed a voluntary petition under Chapter 13 of the United States Bankruptcy Code in the Northern District of California, Oakland Division and was assigned Bankruptcy Case No. 10-41731

6. On or about March 15, 2010, Creditor filed a Proof of Claim against Debtor's bankruptcy estate in the amount of \$598,518.05 secured by the Subject Property (the "Proof of Claim").

7. On or about December 9, 2010, Creditor obtained relief from the automatic stay as to the Subject Property. A copy of the Court Order granting Relief from Stay is attached as **Exhibit D** and incorporated by reference herein.

8. On or about May 24, 2011, Debtor filed an Objection to Creditor's Claim #3.

///

///

///

1 THE PARTIES STIPULATE AS FOLLOWS:

2 1. On or about December 9, 2010, Creditor obtained relief from the automatic stay  
3 as to the Subject Property.

4 2. The 14-day stay of Federal Rule of Bankruptcy Procedure 4001(a)(3) is hereby  
5 waived;

6 3. Creditor's Proof of Claim is hereby withdrawn;

7 4. Debtor hereby withdraws his Objection to Creditor's Claim #3;

8 5. Each party shall bear their own attorneys' fees and costs incurred in the present  
9 matter for Bankruptcy Case No. 10-41731;

10 6. This Stipulation shall be binding and effective despite any conversion of this  
11 bankruptcy case to a case under any other chapter of Title 11 of the United States Code;

12 7. The terms of this Stipulation may not be modified, altered, or changed by the  
13 Debtor's Chapter 13 Plan, any confirmation order thereon, or any subsequently filed Amended  
14 Chapter 13 Plan and confirmation order thereon without express written consent of Creditor.

15  
16  
17 Dated: 6/14/11


PITE DUNCAN, LLP

18  
19  
20   
ARNOLD L. GRAFF

Attorneys for HSBC Bank USA, National  
Association, as Trustee for Nomura Asset  
Acceptance Corporation Mortgage Pass-Through  
Certificates, Series 2006-AFI

23 THE LAW OFFICES OF PATRICK  
24 L. FORTE

25 Dated: 6/14/11

26   
ANNE SHIAU  
Attorney for DEBTOR